



PTO/SB/98 (08-04)  
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## STATEMENT UNDER 37 CFR 3.73(b)

2113.0040008/RWE/ALS

Applicant/Patent Owner: Ryan et al.Application No./Patent No.: 10/607,535 Filed/Issue Date: June 27, 2003Entitled: RF Active Compositions for Use in Adhesion, Bonding and Coating

Codaco, Inc., a corporation  
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
 The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Inventors To: Ameritherm, Inc.  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel 010763, Frame 0483, or for which a copy thereof is attached.
2. From: Inventors To: Battelle Memorial Institute  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel 010763, Frame 0475, or for which a copy thereof is attached.
3. From: Battelle Memorial Institute To: Ameritherm, Inc.  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel 010763, Frame 0509, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose name is supplied below) is authorized to act on behalf of the assignee.

J. M. GORBOLD  
 Signature

J. M. GORBOLD  
 Printed or Typed Name

Vice President  
 Title

August 16 2005  
 Date

585-429-1600 Ext 206  
 Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**SUPPLEMENTAL SHEET**  
**(cont. sheet for Statement Under 37 CFR 3.73(b))**

4. From: Ameritherm, Inc. To: Codaco, Inc.  
This document was recorded in the United States patent and Trademark Office at  
Reel 012983, Frame 0820, or for which a copy thereof is attached.

## ASSIGNMENT

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) William J. Ryan, (2) Jonathan M. Gorbald, (3) Lewis Hamilton, (4) Steve Skewes, (5) Gary C. Adishian, (6) Daniel J. Lincoln, (7) Robert Sengillo, Jr., and (8) John Cunliffe, the undersigned inventors hereby sell and assign to Ameritherm, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention known as RF Active Compositions for Use in Adhesion, Bonding and Coating for which applications for patent in the United States of America have been executed by the undersigned on (1) 4/6/00 (2) 4/17/00 (3) 3/20/00  
(4) 4/11/00 (5) 3/20/00 (6) 3/20/00  
(7) 4/11/00 (8) 4/12/00 (also known as United States Application No. 09/482,553, filed January 13, 2000), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

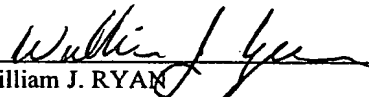

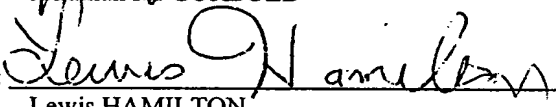


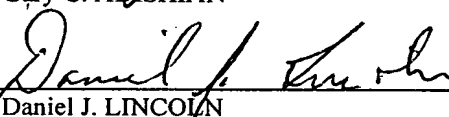
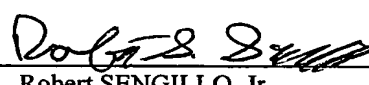

The undersigned inventors agree to execute all papers necessary in connection with the application and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination applications thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; Raz E. Fleshner, Esquire, Registration No. 34,331; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

|                            |  |
|----------------------------|--|
| Date: <u>4/6/00</u>        | Signature of Inventor: <u></u><br>William J. RYAN        |
| Date: <u>4/17/00</u>       | Signature of Inventor: <u></u><br>Jonathan M. GORBOLD    |
| Date: <u>3/20/00</u>       | Signature of Inventor: <u></u><br>Lewis HAMILTON         |
| Date: <u>4/14/00</u>       | Signature of Inventor: <u></u><br>Steve SKEWES          |
| Date: <u>3/20/00</u>       | Signature of Inventor: <u></u><br>Gary C. ADISHIAN     |
| Date: <u>20 MARCH 2000</u> | Signature of Inventor: <u></u><br>Daniel J. LINCOLN    |
| Date: <u>4/11/00</u>       | Signature of Inventor: <u></u><br>Robert SENGILLO, Jr. |
| Date: <u>4/12/2000</u>     | Signature of Inventor: <u></u><br>John CUNLIFFE        |

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## ASSIGNMENT

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Manfred LUTTINGER and (2) Bhima VIJAYENDRAN, the undersigned inventors hereby sell and assign to Battelle Memorial Institute (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages.

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention known as RF Active Compositions for Use in Adhesion, Bonding and Coating for which applications for patent in the United States of America have been executed by the undersigned on (1) 3/10/00 (2) 3/14/00 (also known as United States Application No. 09/482,553, filed January 13, 2000), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; Raz E. Fleshner, Esquire, Registration No. 34,331; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: 3/10/00 Signature of Inventor: Manfred Luttinger  
Manfred LUTTINGER

Date: 3/14/00 Signature of Inventor: Bhima Vijayendran  
Bhima VIJAYENDRAN

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## ASSIGNMENT

**DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, Battelle Memorial Institute, a corporation organized and existing under the laws of Ohio and having an office and place of business at 505 King Avenue, Columbus, Ohio 43201 (the "Assignor"), hereby sells and assigns to Ameritherm, Inc., a corporation formed under the laws of New York, having an office and place of business at 39 Main Street, Scottsville, New York 14546 (the "Assignee"), its entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; Raz E. Fleshner, Esquire, Registration No. 34,331; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED on behalf of the said ASSIGNOR, Battelle Memorial Institute

By: \_\_\_\_\_

Jerome R. Bahlmann

[Type/Print Name]

Title: Senior Vice President and General Counsel

Date: March 19, 2000

SIGNED on behalf of the said ASSIGNEE, Ameritherm, Inc.

By: \_\_\_\_\_

Richard H. Rosenbloom

[Type/Print Name]

Title: President

Date: March 23, 2000

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**SCHEDULE A**

**UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND  
INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES**

| <u>Application No.</u> | <u>Filing Date</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|------------------------|--------------------|-------------------|-------------------|
| 09/482,553             | January 13, 2000   |                   |                   |

**OTHER INTERNATIONAL APPLICATIONS AND PATENTS**

| <u>Country</u> | <u>Application No.</u> | <u>Patent No.</u> |
|----------------|------------------------|-------------------|
|----------------|------------------------|-------------------|

**DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION**

Attorney Docket No. 14688-505

### **IP TRANSFER AGREEMENT**

This Agreement, dated effective as of February 5, 2002, is between Ameritherm, Inc., a New York corporation with offices at 39 Main Street, Scottsville, NY 14546 (the "ASSIGNOR"), and Codaco, Inc., a Delaware corporation with offices at 465 Paul Road, Rochester, New York 14624 ("ASSIGNEE").

For value acknowledged and received and for other good and valuable consideration, as set forth in the Agreement and Plan of Reorganization, Contribution and Corporation Separation (the "Contribution Agreement"), dated as of February 5, 2002, between ASSIGNOR and ASSIGNEE, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE and the successors, assigns and legal representatives of the ASSIGNEE:

(1) ASSIGNOR'S entire right, title and interest in and to the following INVENTIONS: (a) the RF active compositions (or "susceptor compositions") described in the applications for patent listed in Appendix A hereto (hereafter "the Patent Applications"), (b) the methods of making the RF active compositions that are described in the Patent Applications, (c) the methods described in the Patent Applications that use the RF active compositions, such as, but not limited to, methods for applying the RF active compositions and methods for bonding, adhering, coating, or cutting a substrate or substrates using the RF compositions, (d) the kits described in the Patent Applications, (e) the articles of manufacture described in the Patent Applications that include an RF active composition(s), (f) the probe systems described in the Patent Applications, and (g) the systems and apparatuses disclosed in the Patent Applications that include a probe system(s); and, in no event, is ASSIGNOR selling, assigning or transferring to ASSIGNEE the inventions expressly retained by ASSIGNOR as set forth in paragraph II below (also referred to as "Retained Inventions");

(2) the right to take over prosecution of the Patent Applications, provided that no claims are added to the Patent Applications that would cover a Retained Invention, and the entire right, title and interest in and to the Letters Patent that issue thereon, in the United States or in any country, that do not include any claims that cover a Retained Invention, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(3) the full and complete right to file patent applications, including continuations and divisions of the Patent Applications and any substitute applications therefor, in the name of the ASSIGNEE or its designee, on the INVENTIONS in all countries of the world, and the entire right, title and interest in and to the Letters Patent that issue thereon, in the United States or in any country, that do not include any claims that cover a Retained Invention, and any renewals,

revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the INVENTIONS; and

(5) the entire right, title and interest in and to the Letters Patents listed in Appendix B, and to any re-issue or re-examination thereof that does not include any claims that cover a Retained Invention;

II. ASSIGNOR hereby retains its entire right, title and interest in and to following inventions ("Retained Inventions"): the RF Power Supplies (also referred to as "alternating voltage supplies") and the components thereof, including, but not limited to, RF amplifiers and impedance matching networks, that are described in the Patent Applications, and (b) any and all inventions disclosed in the Patent Applications that are also disclosed in U.S. Patent No. 6,316,756 or U.S. Patent No. 6,157,258.

III. ASSIGNEE hereby agrees that no claims covering a Retained Invention will be added to the Patent Applications or the patent applications referred to in Section I(3). ASSIGNEE hereby assigns to ASSIGNOR ASSIGNEE's entire right, title and interest in and to (a) all patents and patent applications that include one or more claims that cover a Retained Invention and (b) all patents and patent applications that are used to support a double-patenting rejection of any claim that covers a Retained Invention. ASSIGNEE hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

IV. ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignments of paragraph I.

V. ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNEE will be provided promptly with all pertinent facts and documents relating to the INVENTIONS and the Letters Patents assigned to ASSIGNEE herein and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Patent Applications, the patent applications referred to in Section I(3), the INVENTIONS, and the Letters Patents assigned to ASSIGNEE herein and the equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

VI. ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patent assigned to ASSIGNEE herein in the United States and

throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

VII. ASSIGNOR further agrees, upon the request of the ASSIGNEE, at any time to execute and to deliver such additional documents, if any, as are necessary or desirable to secure patent protection on the INVENTIONS throughout all countries of the world, and otherwise to perform all acts necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale, all as may be necessary or desirable.

VIII. ASSIGNOR hereby irrevocably constitutes and appoints ASSIGNEE, its successors and assigns, the true and lawful attorney of ASSIGNOR with full power of substitution in the name and stead of ASSIGNOR, on behalf and for the benefit of ASSIGNEE, its successors and assigns, to: (i) execute any documents and instruments as may be reasonably necessary to fully vest in ASSIGNEE the ASSIGNOR'S ownership, rights and privileges in the Patent Applications and the Letters Patents assigned to ASSIGNEE herein, (ii) demand, collect and receive any and all of the patents sold, transferred, conveyed, assigned, or delivered by ASSIGNOR to ASSIGNEE pursuant to the Contribution Agreement and to give receipts and releases for and in respect to the same or any part thereof; (iii) endorse any notes, checks, drafts or other evidences of payment with respect to such patents; (iv) receive and open all mail, telegrams and other communications, and all express and other packages, addressed to ASSIGNOR, and to retain the same insofar as they relate to such patents; (v) commence and prosecute any and all suits, actions or proceedings against third parties at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any part of such patents or to enforce any rights in respect thereof; (vi) enforce all of ASSIGNOR's rights and powers under and pursuant to any and all agreements with respect to such patents; and (vii) do all acts and things consistent with the Contribution Agreement in relation to such patents that ASSIGNEE, its successors or assigns, may deem desirable.

IX. This instrument is further documentation of the assignments, transfers and conveyances contemplated by the Contribution Agreement and is subject to all of the terms, provisions and conditions thereof. To the extent of any conflict between the terms of the Contribution Agreement and this instrument, the Contribution Agreement shall be controlling.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf this 5<sup>th</sup> day of April, 2002 to be effective as of February 5, 2002.

CODACO, Inc.

By: [Signature]

AMERITHERM, INC.

By: [Signature]

Richard H. Rosenbloom  
President

Attorney Docket No. 14688-505

## APPENDIX A

Ameritherm U.S. Patent Applications

| <u>Application No.</u> | <u>Filing Date</u> | <u>Status</u> |
|------------------------|--------------------|---------------|
| 60/078,282             | March 17, 1998     | Abandoned     |
| 09/270,505             | March 17, 1999     | Abandoned     |
| 09/270,507             | March 17, 1999     | Abandoned     |
| 09/404,200             | Sept. 23, 1999     | Abandoned     |
| 09/482,553             | Jan. 13, 2000      | Issued        |
| 09/667,720             | Sept. 22, 2000     | Pending       |
| 09/867,983             | May 31, 2001       | Pending       |
| 09/983,582             | Oct. 25, 2001      | Pending       |
| 10/076,647             | Feb. 19, 2002      | Pending       |
| 60/364,737             | March 18, 2002     | Pending       |
| 60/365,120             | March 19, 2002     | Pending       |

Ameritherm Foreign and PCT Patent Applications

| <u>Country</u> | <u>Application No.</u> | <u>Filing Date</u> |
|----------------|------------------------|--------------------|
| Canada         | 2,323,774              | March 17, 1999     |
| Canada         | PCT/US00/26214         | Sept. 25, 2000     |
| China          | 99806154.9             | March 17, 1999     |
| Europe         | 99912561.0             | March 17, 1999     |
| Europe         | 00966841.9             | Sept. 25, 2000     |
| Israel         | 138,511                | March 17, 1999     |
| India          | IN/PCT/2000/00303      | March 17, 1999     |
| Japan          | 2000-536806            | March 17, 1999     |
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## APPENDIX B

Ameritherm U.S. Patents

| <u>Patent No.</u> | <u>Issue Date</u> |
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| U.S. 6,348,679    | Feb. 19, 2002     |

Ameritherm Foreign Patents

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RES 67911v1